



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 24, 2017 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of July 10, 2017 Regular Council Meeting
2. Payroll and Claims Packet Dated July 24, 2017

BUSINESS ITEMS

1. Resolution No. 08-2017 Authorizing the Mayor to execute the 2017 Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program
2. Resolution No. 09-2017 Adopting the Six-Year Transportation Improvement Program 2018-2023
3. Overhead and/or Underground Utility Easement granted to the Public Utility District No. 1

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, JULY 10, 2017 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Director	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that he received another letter from DOE indicating the City has received the 2016 Wastewater Treatment Plant Outstanding Performance award.

The Port of Chelan is holding an open house at Cashmere Riverside Center for public input on Port property in the area.

Director Botello reported that Emma Brunner came to him regarding a grant she received to purchase signs for the City of Cashmere. Six new signs have been installed in the City that read "Don't Text and Drive". Thank you Emma.

PUBLIC COMMENT PERIOD

No public comment.

APPROVAL OF AGENDA

MOVED by Councilor Moore and seconded by Councilor Pratt to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of June 26, 2017 Regular Council Meeting
Payroll and Claims Packet Dated July 10, 2017

Claims Check #38069 through #38100 totaling \$101,337.40

Payroll Check #38043 through #38068 totaling \$114,525.63

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the items on the consent agenda. Motion carried.

PUBLIC HEARING FOR THE SIX-YEAR TRANSPORTATION PROGRAM

Director Botello explained that the proposed six street projects would coincide with the necessary water and sewer improvements. A project is scheduled every other year with engineering and permits in the off year.

Mayor Gomes opened the Public Hearing at 6:15 p.m. to receive public comment. After answering a few questions the Public Hearing was closed at 6:18 p.m.

PUBLIC HEARING FOR THE VACATION OF RIGHT-OF-WAY

Director Botello explained the vacation of right-of-way is for a portion of Riverside Drive that is currently undeveloped land. This vacation would be consistent with the previous right-of-way vacations of Riverside Drive in the past. The fees for the vacation would be shared with the three requesters.

Mayor Gomes opened the Public Hearing at 6:18 p.m. to receive public comment. After answering a few questions the Public Hearing was closed at 6:22 p.m.

MOVED by Councilor Fletcher and seconded by Councilor Smith to authorize staff to draft the rights-of-way vacation ordinance and notify applicants to pay the proposed fees. Motion carried.

WATER COMP PLAN UPDATE AGREEMENT WITH RH2 ENGINEERING

The proposed scope of work for the 2019 Comprehensive Water System Plan Update Agreement is not to exceed \$50,000. The financial analysis chapter will be done by FCS Group. The 2019 plan must be submitted by February 2018.

MOVED by Councilor Pratt and seconded by Councilor Fletcher to approve the Supplemental Agreement for the 2019 Comprehensive Water System Plan Update Agreement and authorize the Mayor to sign. Motion carried.

PROGRESS REPORTS

Director Botello informed the council that the mulching center cleanup project that was budgeted for \$10,000 is going to be \$15,000 plus tax. Since the Rank Road project came in under budget \$7,500 has been moved to the mulching center project.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:35 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

RESOLUTION NO. 08-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE 2017 INTERLOCAL AGREEMENT FOR THE COUNTY-WIDE SOLID AND HAZARDOUS WASTE PROGRAM.

WHEREAS, since 1993, Chelan County and the cities of Cashmere, Chelan, Entiat, Leavenworth, and Wenatchee have complied with state-required solid waste regulations pursuant to an Interlocal Agreement recorded under Chelan County Auditor's file No. 2457827 (the "1993 Interlocal Agreement"); and

WHEREAS, Chelan County and the participating cities through their participating representatives have determined that the 1993 Interlocal Agreement should be amended and updated as set forth in the attached Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program; and

WHEREAS, approval of this Resolution is the best interest of the public health, safety, and welfare of the citizens of the City Cashmere; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

Section 1. The Mayor of the City of Cashmere is authorized to execute an Interlocal Agreement for the County-Wide Solid and Hazardous Waste Program between the City of Cashmere, Chelan County, and the Cities of Chelan, Entiat, Leavenworth, and Wenatchee in substantially the form attached hereto and marked as Exhibit "A" to this Resolution (the "2017 Interlocal Agreement").

Section 2. The 2017 Interlocal Agreement shall replace the 1993 Interlocal Agreement effective as of the effective date of the 2017 Interlocal Agreement.

Section 3. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council the 24th day of July, 2017.

APPROVED:

MAYOR JEFF GOMES

ATTEST/AUTHENTICATED:

KAY JONES, CITY CLERK

Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title: Interlocal Agreement between Chelan County, the City of Cashmere, the City of Chelan, the City of Entiat, the City of Leavenworth, and the City of Wenatchee for the county-wide solid and hazardous waste program
Grantor(s): N/A
Grantee(s): N/A
Legal Description: N/A
Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

**INTERLOCAL AGREEMENT
FOR THE COUNTY-WIDE SOLID
AND HAZARDOUS WASTE PROGRAM**

THIS INTERLOCAL AGREEMENT is entered into under authority of Chapter 39.34 RCW between Chelan County, the City of Cashmere, the City of Chelan, the City of Entiat, the City of Leavenworth, and the City of Wenatchee, all municipal corporations of the State of Washington (the "parties").

WHEREAS, Washington local government entities are required to prepare and implement solid and hazardous risk waste plans under RCW 70.95.080, RCW 70.95.110 and RCW 70.105.220; and

WHEREAS, in 1993 the parties entered into an interlocal cooperation agreement, filed with the county auditor under file number 2457827, for the purpose of planning for a regional solid and hazardous risk waste management and waste reduction, recycling, and disposal programs for the residents and businesses of Chelan County, Washington; and

WHEREAS, pursuant to the 1993 Interlocal Agreement, the parties created and allocated funding resources to support the administration of solid waste and recycling programs and to undertake county-wide waste handling, reduction and recycling information programs;

NOW THEREFORE, under the provisions and intent of the Interlocal Cooperative Act, RCW 39.34 and in consideration of the mutual benefits contained herein, the parties agree as follows:

Section 1: Authority.

1.1 The parties have and possess, both jointly and severally, the primary responsibility for effective solid and hazardous risk waste management and planning under R.C.W. 70.95 and R.C.W. 70.105.

1.2 This Interlocal Agreement is authorized by resolution of the governing boards of each party and executed on behalf of each party by an authorized representative(s).

1.3 Each signatory to this agreement, or a duly appointed designee or successor, and any representative appointed by a municipality to the Solid Waste Council of the Solid Waste Advisory Committee, is authorized to act for and on behalf of the represented municipality in the performance of this agreement.

Section 2: Purpose and Scope.

2.1 The purpose of this agreement is to amend and update the parties' prior agreement and to provide for county-wide planning and administration of solid waste and hazardous risk waste management plans and programs to meet the mandates imposed by R.C.W. 70.95 and R.C.W. 70.105 and the needs of Chelan County and the incorporated municipalities therein.

2.2 This agreement defines the terms, conditions, and responsibilities for the on-going planning and administration of solid waste and hazardous risk waste management programs and plans within the County and the municipalities.

Section 3: Effective Date; Duration; Termination.

3.1 This Interlocal Agreement, after first being executed by the parties, shall become effective upon the date of filing with the Chelan County Auditor.

3.2 This agreement shall remain in effect until terminated by written agreement executed by the parties and filed with the county auditor.

3.3 A party may terminate its participation in the regional solid waste program by giving written notice to all parties and filing the notice with county auditor, both requirements to be met not later than the first day of October preceding the budget year for which the termination is to be effective.

3.4 A party which terminated its participation in the regional solid waste program may re-join the program by written agreement of all parties then participating in the agreement and by payment of its full share of the cost of the fiscal year budget on the same basis as though the municipality were a participant for the full budget year. The prorated shares of all other parties shall then be adjusted as if the budget were timely prepared in accordance with this agreement.

Section 4: Amendment.

4.1 This Interlocal Agreement may only be amended by a writing executed by the parties and adhering to the same formalities as the original, including the requirement for filing with the county auditor.

Section 5: Administration.

5.1 The county-wide solid waste program for Chelan County shall be administered by the Chelan County Department of Public Works under the guidance of the Solid Waste Council.

Section 6: Responsibilities.

6.1 Chelan County shall be responsible for:

6.1.1 Administering the county-wide solid waste, recycling, waste reduction, hazardous risk waste, and public information/education programs developed and approved in the annual budgets;

6.1.2 Completion of a comprehensive solid waste management plan for Chelan County complying with RCW 70.95, and for carrying out the Comprehensive Solid Waste Management Plan; and

6.1.3 Preparation of an annual solid waste management budget as provided at paragraph 9.1.

6.2 Each city shall be responsible for the planning, development, implementation, and funding of its solid waste, recycling, waste reduction, hazardous risk waste and related programs that are for the sole use and benefit of such City within its corporate boundary and approved solid waste service area.

6.3 The Solid Waste Council shall establish policy and determine the level of funding and financial support to be budgeted by the participation municipalities.

6.4 The Solid Waste Advisory Committee shall provide technical advice for the development of solid waste and hazardous waste management programs and for recycling and waste reduction programs.

Section 7: Solid Waste Management Planning.

7.1 The parties authorize preparation and revision(s) of a Comprehensive Solid Waste Management Plan for Chelan County to provide guidance for the long-range management of the parties' solid waste, including collection, disposal, recycling, and for education programs, and regulations.

7.2 The Chelan County Comprehensive Solid Waste Management Plan uses and will utilize pertinent portions of the regional comprehensive solid waste management plan.

Section 8: Planning of Hazardous Risk Waste Management.

8.1 The parties authorize the completion and revision of a Comprehensive Hazardous Risk Waste Management Plan for Chelan County pursuant to R.C.W. 70.105.220.

8.2 The purpose of the plan is to provide guidance for the long-range management of the hazardous risk wastes within the county. Chelan County may undertake hazardous risk waste reduction and information/education programs under the authority of this agreement.

Section 9: Solid Waste Council.

9.1 The Solid Waste Council was formed by prior agreement of the parties. The Solid Waste Council, shall continue to provide policy direction, to develop and propose annual solid waste programs and projects, to prepare annual budgets, and to resolve conflicts that may arise in program or budget development.

9.2 Each party shall appoint one (1) elected official and one alternate as its representative to the Solid Waste Council. The Council will meet quarterly, or as needed, to:

9.2.1 Review the status of current programs;

9.2.2 Establish program goals, objectives and policies;

9.2.3 Develop recommendations for new programs and proposals;

9.2.4 Determine the level of financial support to be budgeted for regional solid waste programs by participating municipalities; and

9.2.5 Assist in coordination of solid waste and recycling programs.

9.3 Each party to this agreement shall have one vote on any issue before the Solid Waste Council; except, voting for budgets and financial matters shall be weighted in proportion to the level of funding support provided by each respective municipality.

9.4 Additionally, adoption of a budget proposal for submittal to the Chelan County Board of Commissioners shall require a majority vote, with a minimum of four (4) positive votes of the Council.

Section 10: Solid Waste Advisory Committee.

10.1 The Chelan County Solid Waste Advisory Committee (SWAC) is a technical advisory board previously created by the parties under authority of R.C.W. 70.95.165.

10.2 The Solid Waste Advisory Committee shall continue to assist in the development of programs, and make recommendations to the Solid Waste Council regarding solid waste and hazardous risk waste handling and disposal, and regarding recycling programs.

10.3 The parties' intention is that the committee represent a balance of interests with respect to solid waste and recycling. To this end, the Solid Waste Advisory Committee shall include, one representative from each of the parties, one county resident or interested citizen, and one representative from each of the following groups: public interest, business and industry, public health and safety, waste management industry, and the recycling industry.

10.4 The Solid Waste Advisory Committee shall meet quarterly or as often as necessary to accomplish their development of recommendations for solid waste and hazardous risk waste disposal programs, recycling programs, waste disposal and recycling policies and proposals for solid waste handling and disposal regulations. Quarterly meetings will be scheduled to cover the following general topics and other related solid waste/recycling materials:

- 1st Quarter Review of programs and projects for the budget year. Report on previous year's activities and reconciliation of prior year expenditures and agency payments.
- 2nd Quarter Presentation of proposed solid waste and recycling program and project for consideration of funding for the next budget year and for grant fund applications. Status report and review of current programs.
- 3rd Quarter Finalize proposals for grant fund application. Status report and review of current programs.
- 4th Quarter Preparation of budget recommendations and programs for the upcoming budget year.

Section 11: Financing and Budget.

11.1 The County will prepare an annual solid waste management budget detailing the proposed expenditures and the anticipated revenues for the budget year.

11.2 The proposed budget will be reviewed with the Solid Waste Advisory Committee whose recommendation will be presented to the Solid Waste Council by August 15th of each year.

11.3 The Solid Waste Council will determine the programs and funding levels for the subsequent budget year (note: the budget year is coincident with the calendar year) and submit the proposed budget to the Chelan County Board of Commissioners by August 31st of each year.

11.4 The Chelan County Board of Commissioners shall adopt an annual solid waste budget no later than December 31st immediately prior to the budget year, and in the amount agreed upon by the Solid Waste Council.

11.5 The annual budget shall fund the adopted regional programs and the administrative costs to be incurred by the County in regional solid waste and hazardous waste programs and projects.

11.6 Each city shall budget its prorated share of the adopted solid waste program costs and make the payment of its prorated share to the county. The prorated funding shares shall be determined by the ratio of the population of persons within each party's boundaries to the total population of residents within each party's municipal boundaries to the population of residents within the municipal boundaries of all parties to this agreement. Population numbers used to determine the respective funding responsibilities shall be the latest population numbers published annually by the Office of Financial Management available on or before November 15th preceding the budget year.

11.7 The Solid Waste Program budget, for initial programming purposes, cash flow, and match to grants, is estimated to be approximately \$125,000. The final budget shall be established by the Solid Waste Council and the allocation to each participant will be based on the following percentages:

Chelan County	40.71 %
Cashmere	3.92%
Entiat	1.44%
Chelan	7.26 %
Leavenworth	4.12 %
Wenatchee	42.55 %

11.8 The cities agree to pay their prorated share of the annual program costs, as established in the adopted budget, by making quarterly installments with payments due each year by January 15th, April 15th, July 15th and October 15th.

Section 12: Property.

12.1 Unless otherwise agreed in a separate writing by the parties, real or personal property acquired by the Solid Waste Program shall be property of Chelan County.

12.2 Real or personal property leased or lent by a party in furtherance of this program shall remain the property of the title owner.

Section 13: City-Sponsored Programs and Projects.

13.1 This agreement provides for the funding and administration of solid waste and recycling programs and projects of a "regional" nature. Regional programs and projects shall be defined as programs or projects including two or more municipalities and can include a program or project sponsored jointly by a city and the county.

13.2 Nothing in this agreement shall preclude any city from administering or implementing any solid waste or recycling program, including collection, disposal, education, cleanup, and billings within its jurisdiction and at its expense.

Section 14: Legal Relations.

14.1 The parties agree that the County's relation to the other parties shall be at all times under this Interlocal Agreement as an independent contractor. Employees of the County are and will remain employees of the County.

Section 15: Dispute Resolution.

15.1 The parties' intention and commitment is that all parties will participate in good faith to resolve any conflict at the lowest administrative level possible. In the event that a dispute arises regarding any matter addressed in or related to this Interlocal Agreement and before any other action, the Parties agree to first attempt to resolve the dispute by a face-to-face meeting, or by a telephone call, between the Parties' authorized representatives. The Parties agree to participate in a good faith negotiation to resolve any such dispute.

15.2 If a program conflict or dispute arises at the technical or program administration level and remains unresolved, it shall be referred to the Chelan County Director of Public Works for resolution and whose decision shall be the final remedy.

15.3 Any unresolved program conflict or dispute at the Solid Waste Advisory Committee level shall be referred to the Solid Waste Council for resolution, whose decision shall be the final remedy.

15.4 This agreement shall be governed by the laws of the State of Washington.

15.5 The Chelan County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Interlocal Agreement.

15.6 If any legal action or other proceeding is brought for the enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Interlocal Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

Section 16: Applicable Laws.

16.1 The parties, in performance of this Interlocal Agreement, shall abide by all applicable federal, Washington State, and local laws, statutes, codes, ordinances, regulations, and rules.

Section 17: Contact Information.

17.1 The parties' authorized representatives and contact persons for administration of this agreement, communication, and service of all notices, except service of process are:

For Chelan County:
Director/County Engineer
Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801
Phone: 509.630.6415
Fax: 509.662.6250
Email: publicworks@co.chelan.wa.us

With a copy to:
Board of County Commissioners
Chelan County
400 Douglas St, Suite 200
Wenatchee, WA 98801

For the City of Chelan:
Planning Director
Public Works Director
135 E Johnson Ave
P.O. Box 1669
Chelan, WA 98816
Phone: 509-682-4037
Fax: 509-682-8009
Email: www.cityofchelan.us

With a copy to:
Mayor
City of Chelan
P.O. Box 1669
Chelan, WA 98816

For the City of Leavenworth:
Public Works Director
700 Hwy 2
P.O. Box 287
Leavenworth, WA 98826
Phone: 509-548-5275
Fax: 509-548-6429
Email: www.cityofleavenworth.com

With a copy to:
Mayor
City of Leavenworth
700 Hwy 2
P.O. 287
Leavenworth, WA 98826

For the City of Cashmere:
Planning/Building Director
101 Woodring St
Cashmere, WA 98815-1034
Phone: 509-782-3513
Fax: 509-782-2840
Email: mail@cityofcashmere.org

With a copy to:
Mayor
City of Cashmere
101 Woodring St
Cashmere, WA 98815-1034

For the City of Entiat:
Public Works Director
14070 Kinzel
P.O. Box 228
Entiat, WA 98822
Phone: 509-784-1500
Fax: 509-784-1112
Email: city@entiatwa.us

With a copy to:
Mayor
City of Entiat
P.O. Box 228
Entiat, WA 9882

For the City of Wenatchee:
Public Works Director
1350 McKittrick Street, Suite A
P.O. Box 519
Wenatchee, WA 98807
Phone: 509-888-6200
Fax: 509-888-6201
Email: www.wenatcheewa.gov

With a copy to:
Mayor
City of Wenatchee
129 South Chelan Avenue
P.O. Box 519
Wenatchee, WA 98807

Section 18: Records.

18.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this agreement. Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law. The records shall be kept available for and subject to inspection, review and audit by either party or its designee, any agency funding a portion of the project or authorized auditing or oversight entity, and the Washington State Auditor's Office.

Section 19: Waiver of Breach.

19.1 The waiver by other parties of the breach of any provision of this agreement by a party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such breaching party.

Section 20: No Assignment.

20.1 No party may assign its rights under this agreement.

Section 21: Incorporated Documents and Terms.

21.1 The following are incorporated into this Interlocal Agreement by reference:

21.1.1 Applicable federal, Washington State, and local laws, statutes, codes, ordinances, regulations, and rules;

21.1.2 The recitals contained in the preamble to this agreement; and

21.1.3 The 1993 Interlocal Agreement at Chelan County Auditor's File Number 2457827.

Section 22: Severability.

23.1 In the event any term or condition of this Interlocal Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Interlocal Agreement are declared severable.

Section 23: Entire Agreement.

23.1 This Interlocal Agreement contains all the terms and conditions agreed upon by and between the Parties.

23.2 This agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall be identical and constitute one and the same Interlocal Agreement.

23.3 No other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement shall be deemed to exist or to bind any of the parties hereto.

23.4 This agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall be identical and constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates below.

SIGNATURE PAGE 1 OF 2

APPROVED AND AGREED BY:

CITY OF CASHMERE

Mayor

Date

CITY OF CHELAN

Mayor

Date

CITY OF ENTIAT

Mayor

Date

CITY OF LEAVENWORTH

Mayor

Date

CITY OF WENATCHEE

Mayor

Date

SIGNATURE PAGE 2 OF 2

Dated at Wenatchee, Washington this _____ day of _____, 2017.

CHELAN COUNTY
BOARD OF COUNTY COMMISSIONERS

DOUG ENGLAND, Chairman

KEITH W. GOEHNER, Commissioner

KEVIN OVERBAY, Commissioner

ATTEST: CARLYE BAITY

Clerk of the Board

Date: _____

RESOLUTION NO 09-2017

WHEREAS, pursuant to the requirements of RCW 35.77.010, laws of the State of Washington, the City of Cashmere has prepared a revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2018 through 2023, and

WHEREAS, pursuant further to said law, the City Council of the City of Cashmere, being a legislative body of said city, did hold a public hearing on said Six-Year Transportation Improvement Program at 6:00 p.m. at the Cashmere City Hall on the 10th day of July, 2017, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cashmere that the revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2018 through 2023, in the form attached hereto and incorporated herein, be and the same is hereby adopted; and

BE IT FURTHER RESOLVED that a copy of said revised and extended Six-Year Transportation Improvement Program for the ensuing six calendar years, 2018 through 2023, together with a copy of this resolution, be filed with the Secretary of the Department of Transportation of the State of Washington.

Passed by the City Council of the City of Cashmere this 24th day of July 2017.

CITY OF CASHMERE

By: _____
Jeff Gomes, Mayor

Attest:

By: _____
Kay Jones, City Clerk-Treasurer

Six Year Transportation Improvement Program

From **2018** to **2023**

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution: _____

Agency: _____ Cashier: _____
 Co. No.: 04 County Name: Chelan Co.
 City No.: 0165 MFO/RPO CDTC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Implementation Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule (Local Agency)						Federally Funded Projects Only R/W Required Date (MM/YY)			
							Fund Source Information		Fund Source Information					Expenditure Schedule (Local Agency)									
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Fund Cost by Phase	State Fund Code	State Fund Code	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envt. Type					
09	01	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2018	Varies	C T W	10	11	12	13	14	15	16	17	18	19	20	21	CE	No			
Totals							0	ALL	P	100							100						
09	02	Chapel Street Preservation Chapel Street From: Pioneer Way To: Valley View Dr. Grind and overlay, minor drainage improvements.	05	2019	0.19	C O P S T W													CE	No			
Totals							0	ALL	P	239							239						
09	03	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2020	Varies	C O P S T W													CE	No			
Totals							0	ALL	P	108							108						
09	04	Sullivan Street Preservation Sullivan Street From: Pioneer Way To: City Limits Grind and overlay, minor drainage improvements.	05	2021	0.27	C O P S T W													CE	No			
Totals							0	ALL	P	336							336						
09	05	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2022	Varies	C O P S T W													CE	No			
Totals							0	ALL	P	116							116						
09	06	South Douglas Street Preservation South Douglas Street From: Cottage Ave To: Puddhill Street Grind and overlay, minor drainage improvements.	05	2023	0.21	C O P S T W													CE	No			
Totals							0	ALL	P	222							222						
09	07	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2024	Varies	C O P S T W													CE	No			
Totals							124000	ALL	P	222							222						

Six Year Transportation Improvement Program

From **2018** to **2023**

Hearing Date: _____ Adoption Date: _____

Amend Date: _____ Resolution: _____

Agency: Cashmere
 Co. No.: 04
 City No.: 0165
 County Name: Chelan Co.
 MPO/RTPO: CDTC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only R/W				
							Phase Start (mm/dd/yyyy)	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd		4th Thru 6th	Environ. Type	Required Date (MM/YY)	
02	08	Sunset Highway Improvements Sunset Highway From: 1300' east of City Limits To: City Limits Reconstruct Sunset Highway. Project elements include curb, gutter, sidewalk, paving, illumination, drainage, and landscaping.	03	2025	0.25	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Yes
09	09	Citywide pavement preservation Location Varies From: TBD To: TBD Chip seal various local access and collector streets	47	2026	Varies	C	Totals 132000													CE	No
09	10	Angier Street Bridge Perry Street From: Aplets Way Replace Angier Street Bridge To: McGill Street	05	2027	0.16	C	Totals 1834640													CE	No
						Grand Totals for Cashmere															
						100	239	108													674

Filed for and Return to:
PUD No. 1 of Chelan County
PO Box 1231
Wenatchee, WA 98807-1231

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): City of Cashmere, Washington
Grantee(s): Public Utility District No. 1 of Chelan County
Abbreviated Legal Description: Ptn. Lot 6, Bl. 2, Nob Hill Addit. Additional legal on Pages 1 and 2.
Assessor's Parcel Number(s): 231904720047, 231904720048

EASEMENT

OVERHEAD AND/OR UNDERGROUND UTILITY

THIS EASEMENT, made this ____ day of _____, 2017, between CITY OF CASHMERE, Washington, a municipal corporation, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, wooden or steel poles or structures, braces, guys and anchors, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

THAT PORTION of Lot 6, Block 2, Nob Hill Addition to Mission (now Cashmere) according to the plat thereof recorded in volume 1 of plats, page 52, described as follows:
Begin at the Southeast corner of said Lot 6, also being the center of Section 4, Township

Job No. _____

23 North, Range 19 East, W.M.; thence West along the South line of said lot 159.21 feet; thence North 4°36' West 87.23 feet; thence North 85°24' East 158.7 feet to the East line of said Lot 6; thence South 4°36' East 100 feet to the true point of beginning.

ALSO, Beginning at a point 100 feet North of the Southeast corner of Lot 6, Block 2, Nob Hill plat of Mission (now Cashmere) according to the recorded plat thereof, thence continuing North on the East line of said Lot 6 a distance of 208.7 feet; thence West 158.7 feet; thence South 208.7 feet; thence East 158.7 feet to the point and place of beginning; EXCEPT that portion described as follows: Begin at the Southeast corner of said Lot 6, thence West along the South line of said lot 159.21 feet; thence North 4°36' West 87.23 feet; thence North 85°24' East 158.7 feet to the East line of said Lot 6; thence South 4°36' East 100 feet to the true point of beginning of this exception.

Said easement is described as a five foot (5') strip of land along the east boundary of the above described property, with the right to extend guys and anchors beyond the limit of said five foot (5') strip, on the above described property specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all overhead and/or underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of overhead and/or underground facilities and equipment of any other organization.

SUBJECT TO THE FOLLOWING:

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: poles, wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no

concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.

5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Utility Infrastructure, or shall otherwise permanently abandon said Utility Infrastructure, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

CITY OF CASHMERE, Washington

By: _____
Title: _____

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of CITY OF CASHMERE, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2017

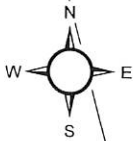
Signature: _____
_____, Notary Public
My appointment expires: _____

**Exhibit A
Part of Lot 6, Block 2,
Nob Hill Addition to Mission**

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T.23 R.19

Overhead/Underground
Utility Easement



This map is provided for informational purposes only. It is not a survey.